## EXHIBIT B

## **GUARANTEE**

TO: PINNACLE COMMERCIAL CREDIT INC. 196 KINDERKAMACK ROAD PARK RIDGE, NEW JERSEY 07656

To Induce You To Grant To:

EAST COAST SANITATION CO., INC. (Name of Debtor)

4 MARHILL CT. EAST HANOVER, NJ 07936 (Address of Debtor)

Such credit (which term shall include loans or leases to and discount or purchase of receivables or paper of any kind from Debtor) at such times, in such amounts, on such terms, and with or without security, as you may in your discretion see fit, without notice to or consent from us, and in consideration thereof, we hereby unconditionally guarantee that irrespective of genuineness, validity or enforceability of any document relating to such credit or of the Debtor's obligations in respect thereof, whether now existing or hereafter arising (herein called Liabilities), and if the existence, validity or value of any security, Debtor will promptly and fully pay and perform all obligations with respect to the Liabilities or any security thereof, with interest and other charges, when due at maturity or by acceleration, or when demand if now due, and in case of extension, or by acceleration. We consent that from time to time, without notice to or further consent from us and without releasing affecting our Liability hereunder, the time for payment or performance may be extended or accelerated in whole or part, any security may be exchanged, released enforced, sold, leased or otherwise dealt with, the provisions of any documents may be canceled, modified or waived, any other guarantor may be released and any indulgence may be granted Debtor, as you may in your discretion determine. No payment by us except payment in full of all the Liabilities shall

We waive: presentment, notice of dishonor and protest, notice of default by Debtor, of sale or other dealing with security, and any other notice to which we might otherwise be entitled; jury trial, and the right to interpose any counterclaim or consolidate any other action with an action on this Guaranty.

This Guaranty cannot be terminated or changed orally and no provision hereof may be modified or waived except by you in writing; it shall continue in effect until you receive written notice of termination, which shall not release or affect our Liability with respect to Liabilities theretofore created and any extensions thereof; it shall be governed by the laws of New Jersey and shall be binding upon us, jointly and severally if more than one, and our respective heirs, representatives, successors and assigns in favor of you, your successors and assigns.

Dated: MARCH 1/

By Martine of Gyarantor) MICHAEL CIULLO 4 MARHILL CT. , EAST HANOVER, NJ 07936

entitle us to be subrogated to any of your rights.

SSN: 154-56-3876

(Address of Guarantor)

Attest Watness:

Print name of N

(Signature of Notary